

This instrument was prepared under the direction of:

Richard Berrios, Esq., Interim City Attorney

Prepared by:

CITY OF PORT ST. LUCIE

City Attorney's Office

121 S.W. Port St. Lucie Boulevard

Port St. Lucie, FL 34984

(Space above this line reserved for recording office use only)

PARTIAL RELEASE AND MODIFICATION OF RESTRICTIVE COVENANT

WHEREAS, on July 20, 2001, a Restrictive Covenant was executed by Richard K. Ink and Pamela A. Ink (the "Owners") and subsequently recorded on November 27, 2001, in Official Records Book 1459, Page 233, of the Public Records of St. Lucie County, Florida, encumbering the following described real property:

Lots 1, 2, 23 and 24, Block 2312, Port St. Lucie Section Thirty-Three, according to the Plat thereof, as recorded in Plat Book 15, Pages 1, 1A through 1V, of the Public Records of St. Lucie County, Florida (the "Subject Property").

WHEREAS, by said Restrictive Covenant the Owners stated that they are the owners of the Subject Property and that they occupied the Subject Property as one single residential unit and intended to restrict the Subject Property so that it can be occupied and used only as one single residential unit; and

WHEREAS, the Restrictive Covenant was created for the purpose of combining the properties so they would be assessed by the City of Port St. Lucie as a single residential unit for the water/sewer extension project, referred to as PS56 – Utility Service District 5, 6, and 7 A; and

WHEREAS, the Owners wishes to separate Lots 2 and 23, and further wishes to occupy Lots 1 and 24 as one single residential unit; and

WHEREAS, the City of Port St. Lucie agrees to this Partial Release and Modification of Restrictive Covenant, upon payment of the total sum of **Two Hundred Dollars (\$200.00)**, which sum represents the administrative fee for processing the request to modify the Restrictive Covenant, there being no outstanding assessments due and owing on the Subject Property based upon the equivalent residential connections within the Utility Service assessment area.

NOW, THEREFORE, for and in consideration of the sum of **\$200.00**, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City of Port St. Lucie hereby covenants and agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The City of Port St. Lucie hereby acknowledges receipt of full and complete payment of \$200.00 on June 7, 2023, for this Partial Release and Modification of Restrictive Covenant.

3. The Restrictive Covenant recorded on July 20, 2001, in Official Records Book 1459, Page 233, of the Public Records of St. Lucie County, Florida, is hereby modified so that it applies only to Lots 1 and 24 (the "New Property"), restricting said lots to one single residential unit.
4. By this Partial Release and Modification of Restrictive Covenant, Lots 2, 23 and the New Property may each be subject to assessments by the City of Port St. Lucie as separate residential units.
5. Lots 2 and 23 may be developed independently of the New Property in accordance with the rules and regulations of the City of Port St. Lucie.

IN WITNESS WHEREOF, the City of Port St. Lucie, Florida, a Florida municipal corporation, has caused this Termination of Restrictive Covenant to be executed by its proper and duly authorized public official on this ____ day of November 2023.

WITNESSES

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

Signature
Print Name: _____

By: _____
Shannon M. Martin, Mayor

Signature
Print Name: _____

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this ____ day of November 2023, by Shannon M. Martin as Mayor of the City of Port St. Lucie, and on behalf of the City of Port St. Lucie who is [X] personally known to me, or who has [] produced the following identification _____.

NOTARY SEAL/STAMP

Signature of Notary Public
Print Name: _____
Notary Public, State of _____
My Commission expires _____